

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RONESE R. BROOKS, and ELVIS CAMPBELL,

Plaintiffs,
-versus-

**COMPLAINT
(Jury Trial Demanded)**

**AVIS BUDGET GROUP, INC., and
PV HOLDING CORP.,**

Docket No.:

Defendants.

X

COMPLAINT

Plaintiffs RONESE R. BROOKS and ELVIS CAMPBELL, by and through undersigned counsel, David Horowitz, P.C., hereby respectfully allege as follows:

PARTIES

1. Plaintiff RONESE R. BROOKS is currently a resident of the State of New York, Westchester County, and was at all times at the time of the occurrences which form the basis of the complaint herein.

2. Plaintiff ELVIS CAMPBELL is currently a resident of the State of New York, New York County, and was at all times at the time of the occurrences which form the basis of the complaint herein.

3. At all times material, Defendant AVIS BUDGET GROUP, INC. was and still is a foreign business corporation, licensed to do business in the State of New York.

4. At all times material, Defendant PV HOLDING CORP. was and still is a foreign business corporation, licensed to do business in the State of New York.

JURISDICTION AND VENUE

5. Jurisdiction is conferred upon this Court by Article III, § 1 of the United States Constitution and 28 U.S.C. 1332, as there is diversity in citizenship between plaintiff and defendants and the amount in controversy exceeds \$75,000.00.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(c)(1) because the plaintiff ELVIS CAMPBELL resides in New York County, State of New York, which is situated in the Southern District of New York.

**AS AND FOR A FIRST CAUSE OF ACTION FOR NEGLIGENCE
ON BEHALF OF PLAINTIFF RONESE R. BROOKS AGAINST
DEFENDANT AVIS BUDGET GROUP, INC.**

7. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. was and still is a car rental company.

8. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. was the owner of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

9. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. was the lessee of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

10. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. maintained the vehicle bearing license plate number ELL4465 for the State of Michigan.

11. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. controlled the vehicle bearing license plate number ELL4465 for the State of Michigan.

12. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. supervised the vehicle bearing license plate number ELL4465 for the State of Michigan.

13. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. managed the vehicle bearing license plate number ELL4465 for the State of Michigan.

14. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. was responsible for the repair, inspection, and maintenance of the vehicle bearing license plate number ELL4465 for the State of Michigan.

15. That on and prior to May 22, 2022, plaintiff RONESE R. BROOKS rented the vehicle bearing license plate number ELL4465 for the State of Michigan from the defendant AVIS BUDGET GROUP, INC.

16. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. supplied the vehicle bearing license plate number ELL4465 for the State of Michigan to plaintiff RONESE R. BROOKS.

17. That on May 22, 2022, plaintiff ELVIS CAMPBELL was the operator of the vehicle bearing license plate number ELL4465 for the State of Michigan.

18. That on May 22, 2022, plaintiff RONESE R. BROOKS was a passenger in the vehicle bearing license plate number ELL4465 for the State of Michigan.

19. That at all times hereinafter mentioned, southbound of State Road 91 (Florida Turnpike) in Fort Lauderdale, County of Broward, and State of Florida, was and still is a public highway in common use by residents of the State of Florida and others.

20. That on May 22, 2022, at approximately 7:35 P.M., at the abovementioned location, the motor vehicle operated by plaintiff ELVIS CAMPBELL, bearing license plate registration number ELL4465 for the State of Michigan, in which plaintiff RONESE R. BROOKS was a passenger, was caused to crash into a retainer wall as a result of the left rear tire blowout.

21. That as a result of the aforesaid collision, the plaintiff, RONESE R. BROOKS, was caused to be thrown in, about and against the interior of the motor vehicle with great force and violence and was caused to thereby sustain the personal injuries hereinafter described.

22. That the defendant AVIS BUDGET GROUP, INC. was guilty of negligence in the ownership, maintenance, supervision, repair, inspection, and control of the said motor vehicle; in renting a defective motor vehicle to plaintiff; in failing to inspect said motor vehicle before renting it to plaintiff; in allowing the motor vehicle to be in a defective condition; in failing to repair the motor vehicle; in making improper repairs; in failing to provide for the safety of those using the motor vehicle; in failing to take sufficient proper measures to prevent the occurrence; in causing a dangerous condition; in providing plaintiff a defective motor vehicle to use; in creating a dangerous condition; in failing to remove the defective motor vehicle; in failing to replace the defective motor vehicle; in allowing a dangerous condition to exist over a long period of time of which they had notice; in failing to inspect; in failing to warn; in failing to give notice; in failing to provide for the safety of plaintiff; and in failing to avoid the occurrence although there was an opportunity to do so.

23. That by reason of the foregoing, the plaintiff RONESE R. BROOKS sustained severe, serious and permanent injuries to her body, person, limbs, ligaments, nerves, tissues, bones and tendons, to the extent that she became sick, sore, lame and disabled and sustained a loss of enjoyment of life; and was rendered incapacitated and unable to attend to her usual activities and vocation; and required medical assistance; and upon information and belief, some of the existing injuries are permanent in nature.

24. That as a result of the foregoing, plaintiff RONESE R. BROOKS suffered serious injuries as defined by Section 5102 (d) of the Insurance Law of the State of New York.

25. That by reason thereof, plaintiff RONESE R. BROOKS is entitled to recover for non-economic loss and for such economic losses as are not set forth in Section 5102 of the Insurance Law of the State of New York, included within the definition of "basic economic loss."

26. That the plaintiff RONESE R. BROOKS is a "covered" person as defined by Section 5102 (j) of the Insurance Law of the State of New York.

27. That by reason of the foregoing, the plaintiff, RONESE R. BROOKS, has been damaged in an amount which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION FOR NEGLIGENCE
ON BEHALF OF PLAINTIFF ELVIS CAMPBELL AGAINST
DEFENDANT AVIS BUDGET GROUP, INC.**

28. Plaintiff re-adopts and re-alleges the paragraphs 1-27 and further alleges:

29. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. was a car rental company.

30. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. was the owner of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

31. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. was the lessee of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

32. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. was the lessor of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

33. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. maintained the vehicle bearing license plate number ELL4465 for the State of Michigan.

34. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. controlled the vehicle bearing license plate number ELL4465 for the State of Michigan.

35. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. supervised the vehicle bearing license plate number ELL4465 for the State of Michigan.

36. That on May 22, 2022, defendant AVIS BUDGET GROUP, INC. managed the vehicle bearing license plate number ELL4465 for the State of Michigan.

37. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. was responsible for the repair, inspection, and maintenance of the vehicle bearing license plate number ELL4465 for the State of Michigan.

38. That on and prior to May 22, 2022, plaintiff RONESE R. BROOKS rented the vehicle bearing license plate number ELL4465 for the State of Michigan from the defendant AVIS BUDGET GROUP, INC.

39. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. supplied the vehicle bearing license plate number ELL4465 for the State of Michigan to plaintiff RONESE R. BROOKS.

40. That on May 22, 2022, plaintiff ELVIS CAMPBELL was the operator of the vehicle bearing license plate number ELL4465 for the State of Michigan.

41. That on May 22, 2022, plaintiff RONESE R. BROOKS was a passenger in the vehicle bearing license plate number ELL4465 for the State of Michigan.

42. That at all times hereinafter mentioned, southbound of State Road 91 (Florida Turnpike) in Fort Lauderdale, County of Broward, and State of Florida, was and still is a public highway in common use by residents of the State of Florida and others.

43. That on May 22, 2022, at approximately 7:35 P.M., at the abovementioned location, the motor vehicle operated by plaintiff ELVIS CAMPBELL, bearing license plate registration number ELL4465 for the State of Michigan, was caused to crash into a retainer wall as a result of the left rear tire blowout.

44. That as a result of the aforesaid collision, the plaintiff, ELVIS CAMPBELL, was caused to be thrown in, about and against the interior of the motor vehicle with great force and violence and was caused to thereby sustain the personal injuries hereinafter described.

45. That the defendant AVIS BUDGET GROUP, INC. was guilty of negligence in the ownership, maintenance, supervision, repair, inspection, and control of the said motor vehicle; in renting a defective motor vehicle to plaintiff RONESE R. BROOKS; in failing to inspect said motor vehicle before renting it to plaintiff RONESE R. BROOKS; in allowing the motor vehicle to be in a defective condition; in failing to repair the motor vehicle; in making improper repairs; in failing to provide for the safety of those using the motor vehicle; in failing to take sufficient proper measures to prevent the occurrence; in causing a dangerous condition; in providing plaintiff a defective motor vehicle to use; in creating a dangerous condition; in failing to remove the defective motor vehicle; in failing to replace the defective motor vehicle; in allowing a dangerous condition to exist over a long period of time of which they had notice; in failing to inspect; in failing to warn; in failing to give notice; in failing to provide for the safety of plaintiff; and in failing to avoid the occurrence although there was an opportunity to do so.

46. That by reason of the foregoing, the plaintiff ELVIS CAMPBELL sustained severe, serious and permanent injuries to his body, person, limbs, ligaments, nerves, tissues, bones and tendons, to the extent that he became sick, sore, lame and disabled and sustained a loss of enjoyment of life; and was rendered incapacitated and unable to attend to his usual activities and vocation; and required medical assistance; and upon information and belief, some of the existing injuries are permanent in nature.

47. That as a result of the foregoing, plaintiff ELVIS CAMPBELL suffered serious injuries as defined by Section 5102 (d) of the Insurance Law of the State of New York.

48. That by reason thereof, plaintiff ELVIS CAMPBELL is entitled to recover for non-economic loss and for such economic losses as are not set forth in Section 5102 of the Insurance Law of the State of New York, included within the definition of "basic economic loss."

49. That the plaintiff ELVIS CAMPBELL is a "covered" person as defined by Section 5102 (j) of the Insurance Law of the State of New York.

50. That by reason of the foregoing, the plaintiff, ELVIS CAMPBELL, has been damaged in an amount which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION FOR NEGLIGENCE
ON BEHALF OF PLAINTIFF RONESE R. BROOKS AGAINST
DEFENDANT PV HOLDING CORP.**

51. Plaintiff re-adopts and re-alleges the paragraphs 1-50 and further alleges:

52. That on May 22, 2022, defendant PV HOLDING CORP. was the owner of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

53. That on May 22, 2022, defendant PV HOLDING CORP. was the lessor of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

54. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. entered into an agreement with defendant PV HOLDING CORP. for the use and occupancy and rental of defendant PV HOLDING CORP.'s motor vehicles for defendant AVIS BUDGET GROUP, INC.'s clients.

55. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. entered into an agreement with defendant PV HOLDING CORP. for the use and occupancy and rental of defendant PV HOLDING CORP.'s motor vehicle bearing license plate number ELL4465 for the State of Michigan for defendant AVIS BUDGET GROUP, INC.'s clients.

56. That on and prior to May 22, 2022, defendant PV HOLDING CORP. supplied the vehicle bearing license plate number ELL4465 for the State of Michigan to defendant AVIS BUDGET GROUP, INC.

57. That on May 22, 2022, defendant PV HOLDING CORP. maintained the vehicle bearing license plate number ELL4465 for the State of Michigan.

58. That on May 22, 2022, defendant PV HOLDING CORP. controlled the vehicle bearing license plate number ELL4465 for the State of Michigan.

59. That on May 22, 2022, defendant PV HOLDING CORP. supervised the vehicle bearing license plate number ELL4465 for the State of Michigan.

60. That on May 22, 2022, defendant PV HOLDING CORP. managed the vehicle bearing license plate number ELL4465 for the State of Michigan.

61. That on and prior to May 22, 2022, defendant PV HOLDING CORP. was responsible for the repair, inspection, and maintenance of the vehicle bearing license plate number ELL4465 for the State of Michigan.

62. That on and prior to May 22, 2022, plaintiff RONESE R. BROOKS rented the defendant PV HOLDING CORP.'s vehicle bearing license plate number ELL4465 for the State of Michigan from the defendant AVIS BUDGET GROUP, INC.

63. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. supplied the vehicle bearing license plate number ELL4465 for the State of Michigan to plaintiff RONESE R. BROOKS.

64. That on May 22, 2022, plaintiff ELVIS CAMPBELL was the operator of the vehicle bearing license plate number ELL4465 for the State of Michigan.

65. That on May 22, 2022, plaintiff RONESE R. BROOKS was a passenger in the vehicle bearing license plate number ELL4465 for the State of Michigan.

66. That at all times hereinafter mentioned, southbound of State Road 91 (Florida Turnpike) in Fort Lauderdale, County of Broward, and State of Florida, was and still is a public highway in common use by residents of the State of Florida and others.

67. That on May 22, 2022, at approximately 7:35 P.M., at the abovementioned location, the motor vehicle operated by plaintiff ELVIS CAMPBELL, bearing license plate registration number ELL4465 for the State of Michigan, in which plaintiff RONESE R. BROOKS was a passenger, was caused to crash into a retainer wall as a result of the left rear tire blowout.

68. That as a result of the aforesaid collision, the plaintiff, RONESE R. BROOKS, was caused to be thrown in, about and against the interior of the motor vehicle with great force and violence and was caused to thereby sustain the personal injuries hereinafter described.

69. That the defendant PV HOLDING CORP. was guilty of negligence in the ownership, maintenance, supervision, repair, inspection, and control of the said motor vehicle; in supplying a defective motor vehicle to defendant AVIS BUDGET GROUP, INC.; in failing to inspect said motor vehicle before supplying it to defendant AVIS BUDGET GROUP, INC.; in renting a defective motor vehicle to plaintiff; in failing to inspect said motor vehicle before renting it to plaintiff; in allowing the motor vehicle to be in a defective condition; in failing to repair the motor vehicle; in making improper repairs; in failing to provide for the safety of those using the motor vehicle; in failing to take sufficient proper measures to prevent the occurrence; in causing a dangerous condition; in providing plaintiff a defective motor vehicle to use; in creating a dangerous condition; in failing to remove the defective motor vehicle; in failing to replace the defective motor vehicle; in allowing a dangerous condition to exist over a long period of time of

which they had notice; in failing to inspect; in failing to warn; in failing to give notice; in failing to provide for the safety of plaintiff; and in failing to avoid the occurrence although there was an opportunity to do so.

70. That by reason of the foregoing, the plaintiff RONESE R. BROOKS sustained severe, serious and permanent injuries to her body, person, limbs, ligaments, nerves, tissues, bones and tendons, to the extent that she became sick, sore, lame and disabled and sustained a loss of enjoyment of life; and was rendered incapacitated and unable to attend to her usual activities and vocation; and required medical assistance; and upon information and belief, some of the existing injuries are permanent in nature.

71. That as a result of the foregoing, plaintiff RONESE R. BROOKS suffered serious injuries as defined by Section 5102 (d) of the Insurance Law of the State of New York.

72. That by reason thereof, plaintiff RONESE R. BROOKS is entitled to recover for non-economic loss and for such economic losses as are not set forth in Section 5102 of the Insurance Law of the State of New York, included within the definition of "basic economic loss."

73. That the plaintiff RONESE R. BROOKS is a "covered" person as defined by Section 5102 (j) of the Insurance Law of the State of New York.

74. That by reason of the foregoing, the plaintiff, RONESE R. BROOKS, has been damaged in an amount which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION FOR NEGLIGENCE
ON BEHALF OF PLAINTIFF ELVIS CAMPBELL AGAINST
DEFENDANT PV HOLDING CORP.**

75. Plaintiff re-adopts and re-alleges the paragraphs 1-74 and further alleges:

76. That on May 22, 2022, defendant PV HOLDING CORP. was the owner of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

77. That on May 22, 2022, defendant PV HOLDING CORP. was the lessor of a motor vehicle bearing license plate number ELL4465 for the State of Michigan.

78. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. entered into an agreement with defendant PV HOLDING CORP. for the use and occupancy and rental of defendant PV HOLDING CORP.'s motor vehicles for defendant AVIS BUDGET GROUP, INC.'s clients.

79. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. entered into an agreement with defendant PV HOLDING CORP. for the use and occupancy and rental of defendant PV HOLDING CORP.'s motor vehicle bearing license plate number ELL4465 for the State of Michigan for defendant AVIS BUDGET GROUP, INC.'s clients.

80. That on and prior to May 22, 2022, defendant PV HOLDING CORP. supplied the vehicle bearing license plate number ELL4465 for the State of Michigan to defendant AVIS BUDGET GROUP, INC.

81. That on May 22, 2022, defendant PV HOLDING CORP. maintained the vehicle bearing license plate number ELL4465 for the State of Michigan.

82. That on May 22, 2022, defendant PV HOLDING CORP. controlled the vehicle bearing license plate number ELL4465 for the State of Michigan.

83. That on May 22, 2022, defendant PV HOLDING CORP. supervised the vehicle bearing license plate number ELL4465 for the State of Michigan.

84. That on May 22, 2022, defendant PV HOLDING CORP. managed the vehicle bearing license plate number ELL4465 for the State of Michigan.

85. That on and prior to May 22, 2022, defendant PV HOLDING CORP. was responsible for the repair, inspection, and maintenance of the vehicle bearing license plate number ELL4465 for the State of Michigan.

86. That on and prior to May 22, 2022, plaintiff RONESE R. BROOKS rented the defendant PV HOLDING CORP.'s vehicle bearing license plate number ELL4465 for the State of Michigan from the defendant AVIS BUDGET GROUP, INC.

87. That on and prior to May 22, 2022, defendant AVIS BUDGET GROUP, INC. supplied the vehicle bearing license plate number ELL4465 for the State of Michigan to plaintiff RONESE R. BROOKS.

88. That on May 22, 2022, plaintiff ELVIS CAMPBELL was the operator of the vehicle bearing license plate number ELL4465 for the State of Michigan.

89. That on May 22, 2022, plaintiff RONESE R. BROOKS was a passenger in the vehicle bearing license plate number ELL4465 for the State of Michigan.

90. That at all times hereinafter mentioned, southbound of State Road 91 (Florida Turnpike) in Fort Lauderdale, County of Broward, and State of Florida, was and still is a public highway in common use by residents of the State of Florida and others.

91. That on May 22, 2022, at approximately 7:35 P.M., at the abovementioned location, the motor vehicle operated by plaintiff ELVIS CAMPBELL, bearing license plate registration number ELL4465 for the State of Michigan, was caused to crash into a retainer wall as a result of the left rear tire blowout.

92. That as a result of the aforesaid collision, the plaintiff, ELVIS CAMPBELL, was caused to be thrown in, about and against the interior of the motor vehicle with great force and violence and was caused to thereby sustain the personal injuries hereinafter described.

93. That the defendant PV HOLDING CORP. was guilty of negligence in the ownership, maintenance, supervision, repair, inspection, and control of the said motor vehicle; in supplying a defective motor vehicle to defendant AVIS BUDGET GROUP, INC.; in failing to inspect said motor vehicle before supplying it to defendant AVIS BUDGET GROUP, INC.; in renting a defective motor vehicle to plaintiff RONESE R. BROOKS; in failing to inspect said motor vehicle before renting it to plaintiff RONESE R. BROOKS; in allowing the motor vehicle to be in a defective condition; in failing to repair the motor vehicle; in making improper repairs; in failing to provide for the safety of those using the motor vehicle; in failing to take sufficient proper measures to prevent the occurrence; in causing a dangerous condition; in providing plaintiff a defective motor vehicle to use; in creating a dangerous condition; in failing to remove the defective motor vehicle; in failing to replace the defective motor vehicle; in allowing a dangerous condition to exist over a long period of time of which they had notice; in failing to inspect; in failing to warn; in failing to give notice; in failing to provide for the safety of plaintiff; and in failing to avoid the occurrence although there was an opportunity to do so.

94. That by reason of the foregoing, the plaintiff ELVIS CAMPBELL sustained severe, serious and permanent injuries to his body, person, limbs, ligaments, nerves, tissues, bones and tendons, to the extent that he became sick, sore, lame and disabled and sustained a loss of enjoyment of life; and was rendered incapacitated and unable to attend to his usual activities and vocation; and required medical assistance; and upon information and belief, some of the existing injuries are permanent in nature.

95. That as a result of the foregoing, plaintiff ELVIS CAMPBELL suffered serious injuries as defined by Section 5102 (d) of the Insurance Law of the State of New York.

96. That by reason thereof, plaintiff ELVIS CAMPBELL is entitled to recover for non-economic loss and for such economic losses as are not set forth in Section 5102 of the Insurance Law of the State of New York, included within the definition of "basic economic loss."

97. That the plaintiff ELVIS CAMPBELL is a "covered" person as defined by Section 5102 (j) of the Insurance Law of the State of New York.

98. That by reason of the foregoing, the plaintiff, ELVIS CAMPBELL, has been damaged in an amount which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, Plaintiffs demand judgement against the Defendants on each cause of action in an amount in excess of \$75,000 plus costs, disbursements, interest, and other relief the Court may deem equitable.

Dated: New York, New York
February 24, 2023

Respectfully submitted,
David Horowitz, P.C.

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